

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2017-374-T - ORDER NO. 2018-134
MARCH 2, 2018

IN RE:	Application of Salt Marsh Ventures, LLC)	ORDER GRANTING
	d/b/a Two Men and a Truck of Beaufort for a)	CLASS E CERTIFICATE
	Class E (Household Goods) Certificate of)	
	Public Convenience and Necessity for)	
	Operation of Motor Vehicle Carrier)	

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Salt Marsh Ventures, LLC d/b/a Two Men and a Truck of Beaufort (“Applicant” or “Two Men of Beaufort”) for a Class E (Household Goods) Certificate of Public Convenience and Necessity. The Applicant seeks statewide authority to move household goods in South Carolina. Notice of this matter was timely published pursuant to 10 S.C. Code Ann. Regs. 103-817(C)(3)(a). No parties intervened, and a hearing on the Application was held on February 21, 2018, in the offices of the Commission.

The parties at the hearing included the Applicant, represented by John J. Pringle, Jr., Esquire, and the Office of Regulatory Staff (“ORS”), represented by Jenny Pittman, Esquire. Two Men of Beaufort presented the testimony of Mr. Robert Barnes, Two Men of Beaufort’s President. In addition, Two Men of Beaufort offered the shipper witness deposition testimony of Alice Burke, a real estate agent who stated the need for additional movers in South Carolina.

ORS did not present testimony, but submitted a letter to the Commission on February 20, 2018, stating that ORS staff “is of the opinion that the Applicant will meet the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of 10 S.C. Code Ann. Regs. 103-133 (2012).”

For the Applicant, Mr. Barnes testified about his knowledge and experience in the moving industry and stated that he was aware of and intended to comply with the Commission’s regulations concerning household goods movers. Additionally, Ms. Burke, a realtor, testified about the need for additional movers throughout the state.

The Commission finds the Application to be in order. Additionally, we conclude that the Applicant has demonstrated that it is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and 10 S.C. Code Ann. Regs. 103-133. Furthermore, we find that the public convenience and necessity is not already being served by an existing authorized service. Therefore, the Application of Salt Marsh Ventures, LLC d/b/a Two Men and a Truck of Beaufort should be granted.

IT IS THEREFORE ORDERED:

1. The Application of Salt Marsh Ventures, LLC d/b/a Two Men and a Truck of Beaufort for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods throughout South Carolina.

2. The Final Tariff and Bill of Lading are approved and attached hereto as Order Appendix A.¹

3. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and by 10 S.C. Code Ann. Regs. 103-100 through 103-241 (2012) of the Commission's Rules and Regulations for Motor Carriers, and 2 S.C. Code Ann. Regs. 38-400 through 38-503 (2011) of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and the applicable Regulations for Motor Carriers, S.C. Code Ann. Regs. Vol. 10 (2012), as amended, a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

5. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

6. Failure of the Applicant to either (1) complete the certification process by complying with the Office of Regulatory Staff requirements of causing to be filed with the Commission proof of appropriate insurance and an acceptable safety rating within ninety (90) days this Order or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application

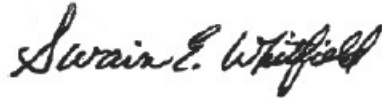
¹ The version of the Final Tariff which is attached to this order was filed subsequent to the hearing and substituted for the version presented at the hearing to correct a typographical error in the prior version.

to be null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

7. Pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014), the ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. After such notification, the Docket shall be closed.

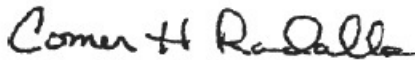
8. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



Swain E. Whitfield, Chairman

ATTEST:



Comer H. Randall, Vice Chairman

**Salt Marsh Ventures, LLC d/b/a Two Men and a Truck of Beaufort
South Carolina Household Goods Tariff**

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

Salt Marsh Ventures, LLC d/b/a Two Men and a Truck of Beaufort South Carolina Household Goods Tariff

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Salt Marsh Ventures, LLC d/b/a Two Men and a Truck of Beaufort South Carolina Household Goods Tariff

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Two Men and a truck of Beaufort. These services are furnished between points and places in South Carolina.

Salt Marsh Ventures, LLC d/b/a Two Men and a Truck of Beaufort South Carolina Household Goods Tariff

SECTION 1

1.0 TRANSPORTATION CHARGES

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Two Men and a Truck of Beaufort office location back to the office once they have unloaded at the customers’ new home.

Hourly Rates — Weekdays (Monday — Thursday)

Hourly rate per one mover, residential -- \$75.00/hour

Hourly rate per two movers, residential-- \$105.00/hour

Hourly rate per three movers, residential -- \$130.00/hour

Additional movers: \$25.00/hour

Hourly Rates — Weekends (Friday, Saturday and Sunday)

Hourly rate per one mover, residential -- \$90.00/hour

Hourly rate per two movers, residential-- \$115.00/hour

Hourly rate per three movers, residential-- \$140.00/hour

Additional movers will be billed at an hourly rate of \$30.00.

Additional trucks over one will be billed at the rates set forth above.

1.2 Minimum Hourly Charges

Customers will be charged a two-hour minimum, and then in fifteen-minute increments thereafter. If customers cancel within 48 hours of their move, Salt Marsh Ventures will charge the applicable minimum.

Salt Marsh Ventures, LLC d/b/a Two Men and a Truck of Beaufort South Carolina Household Goods Tariff

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1.1 of this tariff

2.1 Bulky Article Charges (per item)

2.1.1 Tanning Beds

To move a tanning bed, alone or along with other household goods, there is a flat charge of \$75 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two-hour minimum applies when moving a tanning bed, and additional time will be charged in fifteen-minute increments.

2.1.2 Fire proof file cabinets and safes, floor model copiers

To move these items alone or along with other household goods (first floor to first-floor only unless there is an elevator) is a flat charge of \$90 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum applies when moving any of these items, and additional time will be charged in fifteen minute increments.

2.1.3 Other Bulky Items

Any bulky articles not listed above will be charged the same as the appropriate hourly rate.

2.1.1 Right to Decline to Move Items

Two Men and a Truck of Beaufort reserves the right to decline, at its sole discretion, to move particular items because of their bulk or fragile nature. No slate top pool tables will be moved.

2.2 Piano Charges

2.2.1 Spinnet, console or studio pianos:

For moving a spinet, console, or studio piano, (first floor to first floor only unless an elevator is available), alone or along with other household goods there is a fee of \$75.00 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum applies when moving a spinet, console or studio piano, and additional time will be charged in fifteen-minute increments.

2.2.2 Upright pianos (48 inches or taller)

Salt Marsh Ventures, LLC d/b/a Two Men and a Truck of Beaufort South Carolina Household Goods Tariff

For moving an upright piano (first floor to first floor only unless an elevator is available), alone or along with other household goods there is a fee of \$120.00 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum applies when moving an upright piano, and additional time will be charged in fifteen-minute increments.

2.2.3 Baby grand pianos

For moving a baby grand piano (first floor to first floor only unless an elevator is available), alone or along with other household goods there is a fee of \$150.00 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The two hour minimum applies when moving a baby grand piano, and additional time will be charged in fifteen-minute increments.

2.2.4 Restrictions on Piano Moves

All other types of pianos not listed in this Section 2.2 will be referred to piano movers.

2.3 Elevator or Stair Carry

Two Men and a Truck of Beaufort does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.4 Excessive Distance or Long Carry Charges

Two Men and a Truck of Beaufort does not charge customers an additional fee for carrying articles an excessive distance, long carry charges, articles, or special serving. These charges are the same as the appropriate hourly rate.

2.5 Pick Up and Delivery

Two Men and a Truck of Beaufort does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.6 Packing and Unpacking

We are not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. We reserve the right to decline any moves consisting of extremely large or fragile items.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, washers, dryers, and similar articles.

2.8 Waiting Time

Salt Marsh Ventures, LLC d/b/a Two Men and a Truck of Beaufort South Carolina Household Goods Tariff

Customers will be charged for waiting time the same as the appropriate hourly rate.

2.9 Overnight Storage

Overnight storage of a customer's items on a truck will be charged at a rate of \$100 per night.

2.10 Hotel Fee

For moves within South Carolina totaling more than 150 miles one way, there will be a hotel fee of \$200.00 for two men or \$300.00 for three men per night.

2.11 Holding Fee

If customer needs items held on a truck for more than four (4) hours on a scheduled move day, the customer will be charged a fee of \$250.00.

Salt Marsh Ventures, LLC d/b/a Two Men and a Truck of Beaufort South Carolina Household Goods Tariff

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, we reserve the right to repair the damage(s) in question. If we determine that damage(s) cannot be repaired, customer will be compensated based on the level of coverage chosen, as set forth below.

3.1.1 Standard Valuation

This coverage is free with the customer move. In the event that anything is lost or damaged during the move, you will be reimbursed at \$0.60 per pound per article. That means if an item is damaged or lost, you are entitled to the value of the item or damage tip to a maximum of the weight of the article times \$0.60 per pound. This value is often less than the actual value of your articles.

3.1.2 Depreciated Value Coverage

This coverage allows the customer to declare the total depreciated value of the shipment. If items are lost, damaged, or destroyed the customer is reimbursed the depreciated value of the goods declared at \$2.25 per pound per article. This coverage costs \$3.00 for every \$1,000 of declared depreciated shipment value.

3.1.3 Full Replacement Coverage

This coverage allows the customer to declare the total value of their shipment. If articles are lost, damaged, at destroyed the customer is reimbursed the full value of the goods declared or \$6.00 per pound per article. The coverage costs \$6.00 per \$1,000 of the declared total value of the shipment.

3.2 Presentation of Claims

If there is damage you discover on the day of your move, notify us immediately. All claims for loss, damage or overcharge must be written and attached to the Bill of Lading. In the event you have claims for concealed damage, Two Men and a Truck of Beaufort must be given a reasonable opportunity to inspect damaged items in their original packing. Our movers will complete a Damage Report before they leave your site

If you discover damage after the move, call the office within 96 hours of your move.

No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Moving Services Agreement acknowledging this.

Salt Marsh Ventures, LLC d/b/a Two Men and a Truck of Beaufort South Carolina Household Goods Tariff

3.3 Governing Publications

Our rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

We do not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. We will not accept responsibility for safe delivery of such articles if they come into our possession with or without our knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Two Men and a Truck of Beaufort's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Two Men and a Truck of Beaufort shall not be liable for any damages resulting from delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.



TWO MEN AND A TRUCK.®
 "Movers Who Care.®"

Each franchise independently owned and operated.

0102-17139

U.S. DOT No.3084172
68366

Service Date: 1/30/2018
ETA: 9:00 AM - 9:30 AM
Sales Order #: 0102-000034279
Zone: Local
Cust. Type: Business
Service Type: Move
Estimate Date: 01/29/2018
Estimator: Amey, Mary
Scheduler: Amey, Mary
Truck: Truck 1

Test, Customer

Customer agrees to estimate based on the terms listed below and performance of listed services:

Customer signature: _____ Date: _____

	Service	Hours	Qty.	Rate
	Move			
Est.	2 Men / 1 Truck	10.00 to 12.00	1	\$110.00
Act.				

<u>Service/Item</u>	<u>Estimate</u>	<u>Actual</u>
Services	\$1,100.00 to \$1,320.00	
Extras	\$0.00	
Travel Charge	\$110.00	
Subtotal	\$1,210.00 to \$1,430.00	
Boxes & Supplies	\$0.00	
Sales Tax	\$0.00	
Adjustments	\$0.00	
Reason: _____		
Subtotal	\$1,210.00 to \$1,430.00	
Tip	\$0.00	
Total	\$1,210.00 to \$1,430.00	
Amount Received		
Total due		

Estimated Weight: 8172.50 lbs.

Appliance - 1	Total Cubic Feet: 140.00 Total Weight (lbs.): 980.00
B-Boxes - 1	Total Cubic Feet: 20.50 Total Weight (lbs.): 143.50
Bedroom - 1	Total Cubic Feet: 425.00 Total Weight (lbs.): 2975.00
Dining Room - 1	Total Cubic Feet: 175.00 Total Weight (lbs.): 1225.00
Family/Living - 1	Total Cubic Feet: 247.00 Total Weight (lbs.): 1729.00
Office/Den - 1	Total Cubic Feet: 160.00 Total Weight (lbs.): 1120.00

1/30/2018							
Movers	Depart	Arrive	Down	End	Return	Total	Activity

Customer Initials	Driver Initials
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Customer Initials	Driver Initials
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Customer Initials	Driver Initials
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Customer Initials	Driver Initials
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Customer Initials	Driver Initials
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Customer Initials	Driver Initials
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Customer	Driver
Initials	Initials

Customer Initials	Driver Initials
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Terms and Conditions: The carrier's liability for loss and damage shall be \$30,000 unless a greater amount is specified by the shipper. The shipper shall have the option to purchase additional coverage against loss and damage at an added cost of \$0.11 per \$100 up to a total of \$60,000. In no case would the carrier's liability for loss and damage be less than \$0.60 per pound.

Service Completion Confirmation

Customer signature: _____ Date: _____ TWO MEN AND A TRUCK®: _____ Date: _____

Order Appendix A
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Payment Options

☐ Cash: \$ _____

☐ Check: \$ _____

☐ Check: # _____

Driver's License # _____ Phone _____

I authorize TWO MEN AND A TRUCK® to charge my credit card \$ _____

☐ VISA☐ MasterCard☐ AMEX☐ Discover

Card # _____ Exp _____ CVV _____

Billing Address _____ ST/PROV _____

Postal _____ Auth# _____

Customer Signature _____ Date: _____